



STATE OF INDIANA

Request for Service 6-77

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of

INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION

Solicitation For:

OASIS Funding Model Services

Response Due Date: May 11, 2006

Jessica Robertson, Senior Account Manager
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

SECTION ONE

GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

In accordance with Indiana statute, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of the Division of Disability and Rehabilitative Services (DDRS) requires the creation of a funding model and individual budget planning tool for the Developmental Disabilities (DD), Autism and Support Services Medicaid waivers. It is the intent of IDOA to solicit responses to this Request for Proposals (RFS) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFS is being posted to the IDOA website (<http://www.IN.gov/idoa/proc>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFS nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFS. Other special terms may be used in the RFS, but they are more localized and defined where they appear, rather than in the following list.

BDDS	Bureau of Developmental Disabilities
CMS	Centers for Medicaid and Medicare Services
DD	Developmental Disabilities
DDRS	Division of Disability and Rehabilitative Services
FSSA	Family and Social Services Administration
IAC	The Indiana Administrative Code.
IC	The Indiana Code.
Implementation	The successful implementation of the funding model and budget planning tool at the Indiana Government Center as specified in the contract resulting from this RFS.
Installation	The delivery and physical setup of products or services requested in this RFS.
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the

following:

- (1) The judicial branch.
- (2) The legislative branch.
- (3) A political subdivision (includes towns, cities, local governments, etc.)
- (4) A state educational institution

Products	Tangible goods or manufactured items as specified in this RFS.
Proposal	An offer as defined in IC 5-22-2-17.
Respondent	An offer as defined in IC 5-22-2-18.
Services	Work to be performed as specified in this RFS.
State	The State of Indiana
State Agency	As defined in IC 4-13-1, “state agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.
SSW	Support Services Waiver
Vendor	Any successful Respondent selected as a result of the procurement process to deliver the products or services requested by this RFS.

1.3 PURPOSE OF THE RFS

The State of Indiana is engaged in an effort to redesign the system that provides home and community based services through the Developmental Disabilities waiver (DD), Autism waiver and the Support Services waiver (SSW). This initiative will result in an objective assessment process, a new resource allocation model and a budget allocation tool unique to Indiana. The budget allocation tool will empower individuals and their support teams and increase personal control over services and supports.

The State is committed to assuring the health and welfare of the citizens we serve. This commitment can be seen in our desire to provide appropriate service planning focused on individual participation, quality service, and individual health and welfare.

PROBLEM STATEMENT

Indiana’s current system for managing the DD, Autism and Support Services waivers has several opportunities for improvement that will be addressed with implementation of this RFS. Currently, the State relies heavily on subjective descriptions of individuals’ needs to make determinations about appropriate levels of support. An objective assessment and associated funding model are necessary to ensure equity in the allocation of State resources.

The waiver budget process is extremely cumbersome and is not consumer driven. In many instances, State expenditures are higher than needed because the individual is not permitted to access lower cost services in a manner consistent with their actual need. Higher cost services are used to “patch together” a Plan of Care that, if services were more flexible and consumer driven, would better meet the needs of the individual and cost less to the State to provide. A budget tool that incorporates outcomes, and provides greater flexibility in the use of supports will improve the waiver system for individuals in service and for the State.

The lack of budget stability limits the State’s ability to encourage and support a viable provider community. Waiver budgets that fluctuate on a regular basis limit the ability of providers to meet the needs of the individuals with disabilities. Innovation and creativity in service provision are limited by the rigidity and uncertainty of the current budget system.

The State’s ability to forecast future expenditures is greatly limited. This hampers efforts to move more individuals into services because there is no reliable way to forecast expenditures. In addition, for those already in service, there is no way to know the cumulative impact of changes to any one of the 9,000 plus waiver budgets until after the changes are made, and the funding is already designated.

PROJECT GOAL

The goal of this project is to create a uniform funding model to determine levels of State support for individuals with disabilities served on the DD, Autism and Support Services waivers, based on an objective assessment of the individual and driven by the principals of person centered planning, measurable Individualized Support Plan (ISP) outcomes and budget neutrality for the State.

Funding Model

- Establish a standard model for allocation of the State’s resources that incorporates the Instrument for Client and Agency Planning (ICAP), predictable life events and identified differences unique to waiver participants.
- Create a model that results in a specific annualized funding range that is available to the individual and their team for service planning purposes.
- Ensure uniformity and equality in individual levels of State support based on information gained through the objective assessment process.
- Incorporate a funding mechanism for those individuals who are identified through the development process as having needs outside the abilities of the standard funding model.
- Provide a consistent system that will support a network of provider agencies that is financially viable and able to offer an array of relevant services.

Budget Planning Tool

- Create an integrated individual budget allocation tool that increases the ability of individuals and Individual Support Teams (IST) to drive decisions about services and supports.
- Improve quality through the inclusion of personal outcomes and specific outcome measures as a foundation for the budget planning tool.

- Design a tool that can be incorporated into the current waiver administration process.
- Provide the ability to forecast State expenditures based on the number and needs of individuals currently in service, and the number and needs of individuals waiting to be served.

The Indiana Family and Social Services Administration will contract with one vendor to create both the funding model and the budget planning tool. Sub-contracting is acceptable, as needed, to meet the objectives of the RFS.

The State recognizes the unique qualities of the Support Services waiver and will only include it in this overall process if and when it is appropriate to do so.

The selected vendor will be required to work with designated State agencies, other contractors and stakeholder groups as appropriate. A description of Indiana's DD, Autism, and Support Services waiver programs is located in Attachment D.

1.4 SUMMARY SCOPE OF WORK

OVERVIEW

The State of Indiana has planned this system redesign for quite some time. Although the project has operated under other names, the name OASIS best fits the goals and objectives of the State:

OBJECTIVE ASSESSMENT	SYSTEM	(for) INDIVIDUAL SUPPORTS
ICAP	Resource Allocation Model	Individual Budget Planning Tool

Prior to release of this RFS, the State chose the Inventory for Client and Agency Planning (ICAP) as the objective assessment tool. It is expected that as this project moves forward, the ICAP will be incorporated into the State's Level of Care process, as well. While the State is open to and expects the introduction of additional individual specific criteria, the contractor is encouraged to incorporate the ICAP into their funding model proposal.

As a part of the planning process, the State has relied heavily on the assistance and direction of a stakeholder group that includes advocates, case managers, providers and state staff. It is the state's intention that this group operate in an advisory capacity for the company chosen for this RFS. In addition, we would expect that as part of the evaluation and testing phase the contractor would involve a group of individuals and family members to assess results of the project as it is introduced and implemented.

The State has implemented significant changes to the current DD, Autism and Support Services waivers. Individual budgets for residential services and day services are now based on an annual allocation, broken into 365 separate daily billable units. Behavior management and case management are paid as a monthly unit, with an additional annual renewal amount available to case managers for each individual they serve. This process created a pool of funds available to Individualized Support Teams to provide greater flexibility in the provision of waiver services. Until the State is able to introduce a fully self-directed waiver, the funding methodology and resulting planning tool will need to work within the current structure of Indiana's DD, Autism,

and Support Services waivers. See Attachment D for descriptions of these waivers.

Technical requirements for the project can be found in section 2.4 below.

1.5 RFS OUTLINE

The outline of this RFS document is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFS, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFS
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFS including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This sections discusses the evaluation criteria to be used to evaluate respondents' proposals
Attachment A	M/WBE Participation Plan Form
Attachment B	Sample Contract
Attachment C	Indiana Economic Impact Form

1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFS must be submitted in writing by the deadline by 3 p.m. on April 27, 2006. Questions/Inquiries may be submitted via email rfp@idoa.IN.gov and must be received by Procurement Division by the time and date indicated above.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFS timetable established in Section 1.23. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of the Division of Disability and Rehabilitative Services. Such action may disqualify Respondent from further consideration for a contract resulting from this RFS.

If it becomes necessary to revise any part of this RFS, or if additional information is necessary for a clearer interpretation of provisions of this RFS prior to the due date for proposals, an

addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.7 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3 p.m. Eastern Standard Time on May 11, 2006**. Each Respondent must submit one original (marked "Original") and five (5) complete copies of the proposal, including the Transmittal Letter and other related documentation as required in this RFS. A complete copy of the proposal must be provided on CD-ROM. Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Jessica Robertson, Senior Account Manager
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W478
Indianapolis, IN 46204

Caution to Respondents about shipping/mailing: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

All proposal packages must be clearly marked with the RFS number, due date, and time due. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

All proposals submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

1.8 PRE-PROPOSAL CONFERENCE

It is the decision of the State that no pre-proposal conference is required for this RFS.

1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFS may only be made in the manner and format described in Section 1.6 and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

1.10 PRICING

Pricing on this RFS must be firm and remain open for a period of not less than 180 days from the proposal due date.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in Attachment B. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.12 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFS.

1.13 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required will be discussed in the technical proposal.

1.14 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFS.

The term of the contract shall be for a period of three (3) years from the date of contract execution. There may be one (1) one year renewals for a total of four (4) years at the State's option.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFS file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the Transmittal Letter and on the outside of that envelope that confidential materials are included. The Respondent must also specify which statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

1.16 TAXES

Proposals should not include any tax from which the State is exempt.

1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to www.in.gov/idoa/proc and click on "Bidder Registration" to register.

1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.19 COMPLIANCE CERTIFICATION

Responses to this RFS serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, it has been determined that there is a reasonable expectation of minority and woman business enterprise participation a contract awarded under this RFS. Therefore a contract goal of 7 % Minority Business Enterprise participation and 10 % Woman Business Enterprise participation has been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5.

Failure to meet these requirements will affect the evaluation of your proposal.

1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES PARTICIPATION PLAN

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at www.buyindiana.in.gov.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as once classification – MBE or WBE
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at www.buyindiana.in.gov
- Must be used to provide the goods or services specific to the contract
- National Corporate Diversity Plans are generally not acceptable

**MINORITY & WOMEN’S BUSINESS ENTERPRISES RFS SUBCONTRACTOR
LETTER OF COMMITMENT**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project and approximate date the subcontractor will perform work on this contract. The State will deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State’s M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women’s Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

1.22 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.23 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFS process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

Key RFS Dates:

Activity	Date
Issue of RFS	April 20, 2006
Deadline to Submit Written Questions	April 27, 2006
Pre-Proposal Conference	N/A
Response to Written Questions/RFS Amendments	May 4, 2006
Submission of Proposals	May 11, 2006
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	May 11- , 2006
Proposal Discussions/Clarifications (if necessary)	May 18, 2006
Oral Presentations (if necessary)	May 25, 2006
Best and Final Offers (if necessary)	June 1, 2006
Contract Award	June 2, 2006

1.24 EVIDENCE OF FINANCIAL RESPONSIBILITY (25 IAC 1.1-1-5)

Bid bonds and performance bonds will not be required for this RFS.

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirement in listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section Three of this RFS. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFS including, but not limited to, the State's mandatory contract clauses.

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.**

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

2.2.5 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional."

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFS.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFS

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

2.3.5 Contract Terms/Clauses

A sample contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in Attachment B.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). In this section please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in the attachment and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Authority to Bind Contractor
- Duties of contractor, rate of pay, and term of contract
- Compliance with Laws
- Conflict of Interest
- Drug-free workplace provision and certification
- Funding Cancellation
- Indemnification
- Governing Laws
- Non-discrimination clause

- Payments
- Penalties/Interest/Attorney's Fees
- Non-collusion and Acceptance

Any or all portions of this RFS and any or all portions of the Respondents response may be incorporated as part of the final contract

2.3.6 References

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFS. The references must be for social service entities for which the respondent has created a funding model. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

2.3.7 Registration to do Business

Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/register/>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder.

Problems or questions concerning the registration process or the registration form can be e-mailed to Shirley Houston, Vendor Registration Coordinator, at shouston@idoa.state.in.us, or you may reach her by phone at (317) 232-6870.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFS, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFS or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women

Owned Business under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women Business information.

2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFS language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State.

PROJECT DELIVERABLES

Contracts resulting from this RFS will include the following deliverables. Address how your organization will meet each deliverable in your proposal.

A. Funding Model

1. Describe in detail how your company will create the funding model. Include information addressing how the model will assure fair and equitable budget allocations for waiver participants. Outline the fundamental principles upon which your funding model is based.
2. Include specific information on what data your company will use to create the funding model. Demonstrate how data from the ICAP will be incorporated into the funding model. Address how other criteria, such as individual specific or Indiana specific data will be included.
3. Describe your data collection methods. What information will come from existing sources? What data will need to be collected for this project? How will your company facilitate the data collection process?
4. Explain how the funding process for those individuals identified as outliers will be established. It is expected the individual and Indiana specific outlier criteria will be identified through the assessment and funding model development process.
5. Describe the benchmarks that will be used to determine service levels and appropriate funding ranges.
6. Discuss the importance of stakeholder input and describe how you would encourage and support stakeholder participation. At a minimum this should include a discussion on working with an advisory group and with individuals and families during the testing phases.
7. Provide detailed information on the proposed evaluation and testing methods for the funding model. How will the model be tested before implementation? What will your process be for identifying and correcting issues both before and during implementation?

B. Budget Planning Tool

1. Discuss how the budget planning tool will incorporate personal outcomes and outcome measures for waiver participants. Will the tool assist teams in identifying service needs for the individual?
2. Describe the format of the tool. Contractors are encouraged to create tools that can be used independently by individuals, families and other stakeholders to view the funding range. Include information on how the tool can be incorporated into current the waiver administration processes.
3. Explain if there are parts of the proposed tool that will be able to be used by those who are identified as outliers. Will these individuals benefit from the creation of this tool?
4. Discuss the importance of stakeholder input and describe how you would encourage and support stakeholder participation in the development and testing of the budget planning tool.

C. Implementation

1. Provide a detailed work plan for the project in a format that best demonstrates how your company will meet the project objectives.
2. In the work plan, provide a detailed description of the testing phase. The State expects this phase to include the identification and participation of a representative group for testing purposes, running parallel systems, on-going evaluation and modification during the testing period, and evaluation and necessary modification at the conclusion of the testing period.
3. Include a timeline for completion of the project. The State expects that with a project of this size, implementation will be phased in over time. The State has identified milestone dates listed below. Include these dates in your proposed timeline.

a. Begin development of the OASIS model and budget tool	July 1, 2006
b. Begin OASIS testing phase	July 1, 2007
c. Begin notification of OASIS rate determinations*	January 1, 2008
d. Begin Implementation of OASIS	July 1, 2008

* The State expects notice of at least 90 calendar days will be given to individuals and their providers before OASIS based rate changes go into effect.

D. Vendor Requirements

1. Demonstrate extensive knowledge of Medicaid waiver funding methods for individuals with disabilities and the benefits and limits of various methods.
2. Demonstrate expertise with Center for Medicare and Medicaid Services (CMS) rules and regulations relating to the administration of waiver services.
3. Explain why your company is best able to meet the requirements of this RFS.
4. Provide at least three (3) social service references for which your company has successfully created funding models and/or rate methodologies.
5. Include resumes and curriculum vita for key personnel that will work on this project.
6. Verify that data collection, storage and transmission will be HIPAA compliant.

2.5 COST PROPOSAL

Respondents must provide a detailed cost proposal that follows the sample format below:

Task ID	Task Description	Total Cost	Deliverable	Completion Date
1.00	Overall Task			
1.01	Action	\$		
1.02	Action	\$		

This cost proposal must follow the above requested work plan and project timeline.

2.6 MINORITY & WOMEN'S BUSINESS ENTERPRISES PARTICIPATION PLAN

A properly completed and signed MWBE Participation Plan (Attachment A) must be included as part of the proposal. A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the Minority and Women's Business Enterprises participation plan. This letter(s) shall state and will serve as acknowledgement from the MBE and/or WBE of their level of participation in this solicitation. The State reserves the right to deny participation points if the letter(s) is not attached. The State reserves the right to deny participation points if the letter(s) is attached but is not on company letterhead, is not signed and/or does not reference and match the level of participation for this solicitation.

2.7 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

2.8 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent's responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to www.BuyIndiana.In.gov and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to www.BuyIndiana.IN.gov and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business' status. The registration process should be complete at the time of proposal submission.

Defining an Indiana Business:

"Indiana business" refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.

- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.
- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment C) and include it with their response.

The following is the policy concerning items 4 & 5 described above:

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), sales tax (DOR), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If a Respondent needs assistance in determining if its business qualifies under this criterion, please send an email inquiry to buyindianainvest@idoa.in.gov and you will receive a response within forty-eight (48) hours. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Pursuant to IC 5-22-15-7, Respondents may claim only one preference. For the purposes of this RFS, this limitation to claiming one preference applies to Respondents' ability to claim the recycled content preference, Indiana small business preference, or to claim eligibility for Buy Indiana points.

SECTION THREE PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFS requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or his designee will, in the exercise of his sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA and the Division of Disability and Rehabilitative Services for further action, such as contract negotiations. If, however, IDOA and DDRS decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFS in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 100).

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	25 points
3. Cost (Cost Proposal)	30 points
4. Indiana Economic Impact	15
5. Buy Indiana	10
6. Minority (10) and Women Business (10) Participation Plan	20
Total	100

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

Top contenders in the Management Assessment/Quality and Price categories should be moved to Step 3. Agency must communicate with RFS analyst on who progresses through the stages (communication via e-mail to RFS analyst is appropriate) so that they are in the loop and can have some (internal) discussions if there seems to be an inappropriate application of the phased scoring. There is no numerical criteria. It should be those reasonable susceptible for award as shown in their points. If agency does NOT want a respondent to move to Step 3 but their scores show that they should (or vice versa) discussion with IDOA and RFS analyst must be held.

The proposals that meet the Mandatory Requirement will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 55 points. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions focused on cost and other proposal elements.

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail

The following 2 categories can not exceed 55 points.

3.2.2 Management Assessment/Quality – 30 points

3.2.3 Price – 25 points

3.2.4 Indiana Economic Impact (15 points)

See Section 2.7 for additional information.

The total amount of gross salary, fringe benefits, and cost of direct supplies being directed out of state will be subtracted from the total amount of the proposal. That figure will then be divided by the total amount of the proposal to determine a percentage. The percentage impact on the Indiana economy will be multiplied by the points allocated for Indiana Economic Impact (Section 3.2) and the resulting number will be the points awarded for Indiana Economic Impact.

3.2.4 Buy Indiana Initiative – 10 points

Respondents qualifying as an Indiana Company as defined in Section 2.8 will receive 10 points in this category.

3.2.6 Minority (10 points) & Women's Business (10 points) Participation Plan (20 points).

Respondents meeting or exceeding the established goals in the RFS by using MWBE certified firms will received the maximum points allowed. Respondents not meeting the established goals by using MWBE certified firms will be scored in proportion to those meeting the established goals.

Minority & Women's Business Enterprises Participation Letter of Commitment

A signed letter(s), on company letterhead, from the minority and/or women owned business must accompany the Minority and Women's Enterprise participation plan. This letter(s) shall state and will serve as acknowledgement from the

minority and/or women owned business of their level of participation in this solicitation. The State reserves the right to deny participation points if the letter(s) is not attached. The State reserves the right to deny participation points if the letter(s) is attached but is not on company letterhead, is not signed and/or does not reference and match the level of participation for this solicitation.

The Commissioner of IDOA or his designee will, in the exercise of his sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

Attachment A

MINORITY AND WOMEN'S BUSINESS ENTERPRISES PARTICIPATION PLAN

Pursuant to IC 4-13-16.5 and 25 IAC 5, the contract goal for this solicitation, if it is for a purchase from the Goods and Service Industry, is 3% for Minority Business Enterprise participation and 3% for Woman Business Enterprise participation. A Respondent is expected to submit in each response a Minority and Women's Business Enterprises Participation Plan in accordance with IC 4-13-16.5 and 25 IAC 5. The Plan must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBD) directory of certified firms. Respondents must indicate the name of the MBE and WBE with which it will work, the contact name and phone number at the firm(s), the service supplied by the firm(s), the specific dollar amount from this contract that will be directed toward each firm, and the approximate date these products and/or services will be utilized. If participation is met through use of vendors who supply products and/or services, the Respondent must also indicate the vendor's tax ID number as well as provide a description of products and/or services provided to the Respondent that are directly related to this proposal and the cost of direct supplies for this proposal. All prime contractors, including MBE and WBE prime contractors, must meet the contract goals through use of subcontractors. MBE and WBE prime contractors will get no credit toward the contract goal for the use of its own workforce. The State does not accept national plans.

Failure to meet these requirements will affect the evaluation of your Proposal. The Department reserves the right to verify all information included in the Plan.

Respondents are encouraged to contact and work with MWBD to design a plan to meet established goals. MWBD's website address is www.IN.gov/idoa/minority/ and contains a complete list of all the Department's certified MBE's and WBE's.

**Minority & Women's Business Enterprises Participation
Letter of Commitment**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the Plan. This letter(s) shall state and will serve as acknowledgement from the MBE and/or WBE of its amount of participation, the scope of products and/or services, and approximate date these products and/or services will be utilized.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the Plan should be directed to MWBD's Compliance Unit at 317/232-3061.

MBE/WBE PARTICIPATION PLAN

RFS # / Bid # / Quote # _____ DUE DATE _____

(Circle One)

RFS / BID / QUOTE NAME _____

(Circle One)

RESPONDENT _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE () _____

The following MBE and/or WBE's listed in the MWBD directory will be participating in the contract:

<u>MBE/WBE</u>	<u>P HONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS AND/OR SERVICES</u>	<u>UTILIZATION DATE</u>	<u>AMOUNT</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

***If additional room is necessary, indicate here _____. Please attach a separate page.**

THIS DOCUMENT MUST BE INCLUDED IN YOUR RESPONSE

Attachment B
PROFESSIONAL/PERSONAL SERVICES CONTRACT
EDS# _____

(Rev02-06)

Sample Contract For Services

This Contract, entered into by and between _____
(the "State") and _____ (the "Contractor"), is executed pursuant
to the terms and conditions set forth herein.

WHEREAS, the State desires to contract for services for _____; and

WHEREAS, the Contractor has the necessary knowledge and expertise to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. Duties of Contractor

Contractor shall provide the services set forth on Exhibit _____, attached hereto and incorporated herein (the
"Services").

2. Consideration

Contractor shall be paid, in arrears, as set forth on Exhibit _____, attached hereto and incorporated herein.
The total remuneration under this Contract shall not exceed _____
(\$_____).

3. Term

This Contract shall be effective for a period of _____ months. It shall commence on _____
_____ or date of final State approval, whichever is later, and shall terminate on _____ or
_____ months after date of final approval, whichever is later.

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records,
and other evidence pertaining to all costs incurred under this agreement. They shall make such materials
available at their respective offices at all reasonable times during the contract period, and for three (3) years
from the date of final payment under the contract, for inspection by the State or by any other authorized
representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

5. Assignment

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The
Contractor shall not assign or subcontract the whole or any part of this Contract without the State's

prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Audits

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the State.

7. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

8. Changes in Work

In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its honest and reasonable judgment. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any

such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed is a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. Condition of Payment

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state, or local statute, ordinance, rule or regulation.

11. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

The Contractor agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Contractor in furtherance of

this contract shall be the property of the State. The Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. By this contract, the Contractor specifically waives and/or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise uses such information, data, findings, recommendations, proposals, etc.

12. Confidentiality of State Information

The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected information. The Contractor covenants promises and assures that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the prior written consent of the State.

13. Conflict of Interest

- A. As used in this section:
 - “Immediate family” means the spouse and the unemancipated children of an individual.
 - “Interested party,” means:
 - 1. The individual executing this Contract;
 - 2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
 - 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
 - “Department” means the Indiana Department of Administration.
 - “Commission” means the State Ethics Commission.
- B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

14. Continuity of Services

- A. The Contractor recognizes that the services under this contract are vital to the State and must be continued without interruption and that, upon contract expiration, a successor, either the State or another Contractor, may continue them. The Contractor agrees to:
 - 1. Furnish phase-in training, and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 - 7. Furnish phase-in, phase-out services for up to sixty (60) days after this contract expires, and

8. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

15. Debarment and Suspension..

A. The Contractor certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor also further certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupments, paybacks and or penalties that might arise from non-compliance. Contractor shall immediately notify the State if any sub-contractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the sub-contractor for work to be performed under this Contract.

16. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination.

17. Disputes

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following

notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

18. Drug-Free Workplace Certification

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available

drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. Employment Option

If the State determines that it would be in its best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or employee.

20. Force Majeure

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

21. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

23. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall **not** provide such indemnification to the Contractor.

24. Independent Contractor

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees

25. Information Technology Enterprise Architecture Requirements.

If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

26. Insurance

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State.
2. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence.
3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract.

The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State agency prior to the commencement of this Contract.

27. Key Person(s)

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.
- C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

28. Licensing Standards

The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification, or accreditation, the Contractor

29. Material Incorporated or Referred to in Contract

The Contractor has supplied herewith all written materials, documents, or instruments mentioned or referred to in the contract except, where applicable, user manuals which will be included with the equipment upon delivery and which do not alter the terms of this agreement.

30. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance. The Contractor agrees to comply fully with the provisions of 25 IAC 5 and any participation plan that may have been submitted to the State.

The following MBE's and WBE's listed on the Minority and Women's Business Enterprises Division directory of certified firms will be participating in this Contract.

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS and/or SERVICES</u>	<u>UTILIZATION DATE</u>	<u>AMOUNT</u>
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32. Nondiscrimination.

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

33. Notices

Whenever any notice, statement or other communication is to be sent to the State or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised:

Contact name & Title
Agency Name
Specific Address
TIN/FIN #

Notice to the Contractor shall be sent to:

Payment to the Contractor shall be sent to:

34. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials developed under this contract shall be considered “work for hire” and the Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the State.

35. Payments

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

36. Penalties/Interest/Attorney’s Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney’s fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana’s failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

37. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

38. Renewal Option

This contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-

17-4. The term of the renewed contract may not be longer than the term of the original contract. Any provision for automatic renewal is void.

39. Security and Privacy of Health Information

The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor covenants that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

40. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this contract.

41. Substantial Performance

This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

42. Taxes

The State of Indiana is exempt from state, many federal and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this contract.

43. Termination for Convenience

This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

44. Termination for Default

A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this contract in whole or in part, if the Contractor **fails to**:

1. Correct or cure any breach of this contract;
 2. Deliver the supplies or perform the services within the time specified in this contract or any extension;
 3. Make progress so as to endanger performance of this contract; or
 4. Perform any of the other provisions of this contract.
- B. If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

45. Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-State travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines. (Financial management Circular (2003-1).

46. Waiver of Rights

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

47. Work Standards

The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this contract, the State may request in writing the replacement of any or all such individuals and Contractor shall grant such request.

48. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses in any way except for the following clauses which are identified by name below:

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

The rest of this page is left blank intentionally.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

State of Indiana Agency:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Indiana Office of Technology

Karl B. Browning, Chief Information Officer

Date: _____

Department of Administration

Earl A. Goode
Commissioner
Date: _____

State Budget Agency

Charles E. Schalliol
Director
Date: _____

Office of the Attorney General

Stephen Carter
Attorney General
Date: _____

ATTACHMENT C
(Document released in Excel format)



INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R4 / 1-06)
DEPARTMENT OF ADMINISTRATION
Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	
2	Address/City/State/Zip Code:	
3	Telephone #/Fax #/Website:	
4	Federal Tax Identification Number:	
5	State/Country of domicile/incorporation:	
6	Location of firm's headquarters or principal place of business:	
7	Name of parent company or holding company (if applicable):	
8	State/Country of domicile/incorporation of company listed in #7:	
9	Address of company listed in #7:	
10	IN Department of Workforce Development (DWD) account number:	
11	IN Department of Revenue (DOR) account number:	
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	
13	Total number of employees per most recently completed IRS Form W-2 distribution:	
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	

15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	
16	Total amount of this proposal, bid, or current contract:	

ACCOUNTING OF INDIANA RESIDENT EMPLOYEES

17	<u>Prime Contractor Company Name:</u>	
18	<u>Number of Full Time Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:	

19	<u>Subcontractor Company Name:</u>				
20	Address/Contact Person/Telephone Number/Tax ID Number:				
21	<u>Number of Full Time Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:				

22	<u>Affirmation by authorized official:</u> I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief:				
	Signature:				
	Name of authorized official:				
	Title:				
	Date:				

Attachment D

Description of the DD, Autism and Support Services Waiver Programs

Indiana has three 1915 (c) Medicaid Waivers that provide Home and Community Based Services to individuals with developmental disabilities; the Developmental Disabilities Waiver (DD), Autism Waiver and Support Services Waiver (SSW). These waivers serve individuals that meet the federally defined ICF/MR level of care.

The Developmental Disabilities and Autism waivers are designed to provide a full range of supports for individuals in the community. The Support Services Waiver is a day services support waiver only, and does not include residential services. The SSW has a total cap amount of \$13,500 per year that does not include Case Management services or transportation.

Currently, rates for Residential Habilitation and Support Services, Day Services and Behavioral Support Services are specific to each person on the waiver and are based on the individual's actual expenditures for these services during the 2005 State fiscal year. The total expenditure for the individual for the FY year is the individual's Annual Rate, that annualized rate is divided into 365 increments or daily units. Service descriptions for these main services are included below. See the chart below for a specific list of the services available on each of these waivers.

Case Management rates are set at \$140 per month for individuals on the Autism and DD waivers, and \$70 per month for individuals on the Support Services waiver. Case Managers also bill an annual assessment amount of \$250 per person, per waiver year. This amount covers services required to complete the annual Level of Care renewal, Person Centered Plan and Individualized Support Plan updates, and Annual budget submission.

	Autism	Developmental Disabilities	Support Services
Administered By:	DDRS/OMPP	DDRS/OMPP	DDRS/OMPP
Total Expenditure FY 2005	\$ 11,582,388	\$ 338,954,529	\$ 27,947,315
Total Expenditure FY 2006 (8 months)	\$ 8,017,929	\$ 232,031,902	\$ 19,395,355
Who it serves	People with a diagnosis of Autism; Autism Spectrum Disorder (eff. 7/1/04) and meet ICF/MR level of care	People with a determination of a Developmental Disability and meet ICF/MR level of care	People with a determination of a Developmental Disability and meet ICF/MR level of care
Total Served	333	5,373	3,517
Children (17 and under) Served	160	518	576
Services	Adult Day Services	Adult Day Services	Adult Day Services
	Adult Foster Care	Adult Foster Care	
	Behavior Management	Behavior Management	Behavior Management
	Case Management	Case Management	Case Management
	Community Transition	Community Transition	
	Crisis Intervention	Crisis Intervention	Crisis Intervention
	Day Services***	Day Services***	Day Services***
	Environmental Mods	Environmental Mods	
	Family and Caregiver Training	Family and Caregiver Training	Family and Caregiver Training
	Music Therapy	Music Therapy	Music Therapy
	Occupational Therapy	Occupational Therapy	Occupational Therapy
	Pers. Emerg. Response	Pers. Emerg. Response	Pers. Emerg. Response
	Physical Therapy	Physical Therapy	Physical Therapy
	Psychological Therapy	Psychological Therapy	Psychological Therapy
	Recreational Therapy	Recreational Therapy	Recreational Therapy
	Rent & Food Unrelated Live-in Caregiver	Rent & Food Unrelated Live-in Caregiver	
	Residential Habilitation and Support****	Residential Habilitation and Support****	
	Respite Care	Respite Care	Respite Care
	Specialized Med Equip	Specialized Med Equip	Specialized Med Equip
	Speech and Language Therapy	Speech and Language Therapy	Speech and Language Therapy
	Vehicle Mods	Vehicle Mods	Vehicle Mods

*** "Day Services" became effective 11/1/05 as a combination of the previously separate services of Community Habilitation and Participation, Prevocational Services, Supported Employment Follow Along, and Transportation.

**** "Residential Habilitation and Support" became effective 11/1/05 as a combination of the previously separate services of Residential Habilitation and Support, Community Habilitation and Participation, Health Care Coordination.

**Residential Habilitation
And Support Services**

Residential Habilitation and Support service providers are responsible for the health, safety and welfare of the individual, and assist in the acquisition, improvement, and retention of skills necessary to support individuals to live successfully in their own homes

Unit of Service

Daily rate based on the needs of the individual

Activities Allowed

Residential Habilitation and Support services activities include direct supervision, monitoring and training to implement the Individualized Support Plan (ISP) outcomes for the individual through the following:

- Assistance with personal care, meals, shopping, errands, chore and leisure activities and transportation (excluding transportation that is covered under the Medicaid State Plan)
- Coordination and facilitation of medical and non-medical services to meet healthcare needs, including physician consults, medications, development and oversight of a health plan, utilization of available supports in a cost effective manner and maintenance of each individual's health record
- Assurance that direct service staff are aware and active participants in the development and implementation of ISP and Behavior Support Plans

Activities Not Allowed

Residential Habilitation and Support services do not include the following situations:

- Services furnished to a minor by the parent(s), step-parent(s) or legal guardian
- Services furnished to an individual by the person's spouse
- Services to individuals in Adult Foster Care or Children's Foster Care
- Services that are available under the Medicaid State Plan
- Services furnished to an adult individual by a parent, step-parent or guardian, that exceed forty (40) hours per week

Service Standards

Residential Habilitation and Support services must be reflected in the Individualized Support Plan (ISP)

- Services must address needs identified in the person centered planning process and be outlined in the ISP
- Providers of Residential Habilitation and Support services must meet the training requirements for employees set out in 460 IAC 6-14-4

Day Services

Day Services means services outside of an individual's home that support, in general, learning and assistance in any of the following areas: self-care, receptive and expressive language, learning, mobility, self-direction and capacity for independent living, including development of employment skills.

These activities are directly related to the Individualized Support Plan (ISP). Each individual receiving Day Services works toward acquiring the skills to become an active member of the community. The continuum of services within Day Services provides opportunities in facility based and the community based services to become more independent and more integrated within community activities.

Day Services can be delivered to an individual one-on-one or in a group setting and in the community, work setting, or facility.

Unit of Service

Daily rate based on the needs of the individual

Activities Allowed

Direct supervision, monitoring, training, education, demonstration or support to assist with

- An individual's personal needs (feeding, toileting, etc.)
- Transportation (excluding transportation that is covered under the Medicaid State Plan)
- Acquisition, improvement and retention of daily living skills
- Training and learning in the areas of employment skills, educational opportunities, hobbies and leisure activities
- Development of self-advocacy skills, acquiring skills that enable an individual to exercise control and responsibility over services and supports received or needed
- Activities that are directly related to the outcomes outlined in the Individualized Service Plan (ISP)

Activities Not Allowed

Day Services does not include the following situations:

- Services furnished to a minor by the parent(s), step-parent(s) or legal guardian
- Services furnished to an individual by the person's spouse
- Any service that is otherwise available under the Rehabilitation Act of 1973 or Public Law 94-124
- Services that are available under the Medicaid State Plan

Service Standards

Day Services must be reflected in the Individualized Support Plan (ISP)

- Services must address needs identified in the person centered planning process and be outlined in the ISP

Behavioral Support Services	Behavioral Support Services means training, supervision, or assistance in appropriate expression of emotions and desires, compliance, assertiveness, acquisition of socially appropriate behaviors, and the reduction of inappropriate behaviors
Unit of Service	<p>Level 1 Clinician - monthly rate based on the needs of the individual</p> <p>Level 2 Clinician – monthly rate based on the needs of the individual</p>
Activities Allowed	<p>Reimbursable activities of Behavioral Support Services include:</p> <ul style="list-style-type: none"> • Observation of the individual and environment for purposes of development of a plan and to determine baseline • Development of a behavioral support plan • Obtain consensus of the Individualized Support Team that the behavioral support plan is feasible for implementation • Training in assertiveness • Training in stress reduction techniques • Training in the acquisition of socially accepted behaviors • Training staff, family members, roommates, and other appropriate individuals on the implementation of the behavioral support plan • Consultation with team members • Consultation with HSPP
Activities Not Allowed	<p>The following activities are not allowed under Behavioral Support Services:</p> <ul style="list-style-type: none"> • Aversive techniques • Any techniques not approved by the individual's person centered planning team and the provider's human rights committee • In the event that a Level 1 clinician performs Level clinician activities, billing for Level 1 services is not allowed. In this situation, billing for level 2 services only is allowed
Service Standards	<p>Behavioral Support Services must be recognized as needed and appropriate in the Individualized Support Plan (ISP)</p> <ul style="list-style-type: none"> • Services must address needs identified in the person centered planning process and be outlined in the ISP • The behavior supports specialist will observe the individual in his/her own milieu and develop a specific plan to address identified issues

- The behavior supports specialist must assure that Residential Habilitation and Supports direct service staff are aware of and are active participants in the development and implementation of the Behavior Support Plan
- The behavior plan will meet the requirements stated in 460 IAC 6-18-2
- The behavior supports provider will comply with all specific standards in 460 IAC 6-18
- Any behavior supports techniques that limit the individual's human or civil rights must be approved by the person centered planning team and the provider's human rights committee. **No aversive techniques may be used**
- **Chemical restraints and medications prescribed for use as needed (PRN) meant to retrain the individual shall be used with caution.** The use of these medications must be approved by the Individualized Support Team (IST) and the appropriate human rights committee
- The efficacy of the plan must be reviewed not less than quarterly and adjusted as necessary
- **The behavior specialist will provide a written report to pertinent parties at least quarterly.** "Pertinent parties" includes the individual, guardian, BDDS service coordinator, waiver case manager, all service providers, and other involved entities

Future Vision

OASIS SERVICE MODEL

Objective Assessment System for Individual Supports

